

M E M O R A N D U M

JUNE 14, 1990

TO: BOSTON REDEVELOPMENT AUTHORITY BOARD
AND STEPHEN COYLE, DIRECTOR

FROM: HOMER RUSSELL, ASSISTANT DIRECTOR
FOR URBAN DESIGN AND DEVELOPMENT; AND
DAVID ROBERTS, ASSISTANT PROJECT MANAGER

SUBJECT: MINOR AMENDMENT TO 20 CUSTOM HOUSE STREET
DIP PLAN AND AGREEMENT

EXECUTIVE

SUMMARY: This memorandum seeks the Board's approval after a Public Hearing of a minor amendment to the Development Impact Project Plan and Agreement for the 20 Custom House Street project so that these documents reflect the as-built condition of the project.

Jaymont (U.S.A.) Incorporated, general partner for 20 Custom House Associates Limited Partnership ("Applicant"), seeks approval of a minor amendment to the Development Impact Project ("DIP") Plan and Agreement for the 20 Custom House Street project, a 150,000 gross square foot commercial development (the "Project") completed in the financial district approximately two years ago. The BRA Board approved the DIP Plan and other necessary votes for the Project on May 15, 1986, and on October 6, 1986, the DIP Agreement was fully executed by the Applicant and the Director. The minor amendments to the DIP Plan and Agreement are attached.

Since the completion of construction, the Applicant has sought compliance certificates from all professionals who worked on the Project. This review has revealed two minor inconsistencies between the permits describing the Project and the Project as built. To reconcile these differences the Applicant seeks to amend the DIP Plan and Agreement to reflect the as built condition; namely, a Project with parking for 78 vehicles (rather than the 75 originally permitted), and to reflect that the clearance of the loading docks is eighteen inches shorter than that which the Boston Zoning Code requires, thereby causing the need for a variance.

In addition, the Applicant has already been granted a conditional use permit from the Zoning Board of Appeals which permits take-out food on the site. Specifically, a restaurant serving breakfast and lunch items called "Patten's On the Corner" will be located within the Project. The Applicant also requests that the Board amend the DIP Plan and Agreement to reflect the presence of this conditional use within the Project.

It is therefore recommended that the BRA Board approve the minor amendments to the DIP Plan and Agreement, and that the Board recommend approval of the additional zoning relief necessary to effectuate the conditions cited above.

Appropriate votes follow:

- VOTED: That in reference to petitions to be brought for 20 Custom House Street Associates Limited Partnership by Jaymont (U.S.A.) Incorporated, General Partner, for (1) the extension of a conditional use permit for parking for 78 vehicles rather than the 75 vehicles originally permitted; and (2) a variance from Article 24 of the Boston Zoning Code for insufficient height of off-street loading facilities, the BRA Board recommends approval; and further
- VOTED: That the BRA Board hereby approves an amendment to the Development Impact Project Plan substantially in the form attached hereto; and further
- VOTED: That the BRA Board authorizes the Director to execute a First Amendment to the Development Impact Project Agreement, 20 Custom House Street, Boston Proper, substantially in the form attached hereto.

FIRST AMENDMENT TO
DEVELOPMENT IMPACT PROJECT PLAN
20 CUSTOM HOUSE STREET
BOSTON PROPER

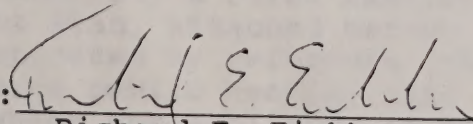
This First Amendment to Development Impact Project Plan amends that certain Development Impact Project Plan dated May 15, 1986 (the "Plan"), submitted by Jaymont (U.S.A.) Incorporated to the Boston Redevelopment Authority (the "Authority") seeking approval for the development of an office building with ground floor retail and restaurant uses and accessory parking containing approximately 150,000 square feet of gross floor area known as 20 Custom House Street, Boston, Massachusetts. The Plan was approved by the Authority on or about May 15, 1986. 20 Custom House Associates Limited Partnership, successor to Jaymont (U.S.A.) Incorporated as "Developer" under such Plan, submits the following minor amendments to the Plan for the purpose of conforming the Plan to the as-built conditions of the 20 Custom House Street development:

1. The third sentence of the section of the Plan entitled "General Description of Development and Uses" is deleted in its entirety and the following inserted in place thereof: "The development will contain two levels of below-grade parking, housing 78 vehicles."
2. The zoning relief required for the 20 Custom House Street development, as described in Exhibit D attached to the Plan, is amended by adding the following additional required relief:
 - a. Section 24-2(c): height of off-street loading facilities insufficient; and
 - b. Section 8-7 Use Item #36A: service of food for off-premises consumption is a conditional use in a B-10 zoning district.

The approval of the Authority to this First Amendment is respectfully requested.

20 CUSTOM HOUSE ASSOCIATES
LIMITED PARTNERSHIP

By: Jaymont (U.S.A.) Incorporated,
General Partner

By: 
Richard E. Eichhorn,
Senior Vice President

FIRST AMENDMENT TO
DEVELOPMENT IMPACT PROJECT AGREEMENT
20 CUSTOM HOUSE STREET
BOSTON PROPER

This First Amendment to Development Impact Project Agreement made this _____ day of _____, 1990, by and between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter the "Authority") and 20 CUSTOM HOUSE ASSOCIATES LIMITED PARTNERSHIP, a Massachusetts limited partnership (hereinafter the "Applicant").

WHEREAS, the Authority and the Applicant, as successor to Jaymont (U.S.A.) Incorporated, are parties to that certain Development Impact Project Agreement for 20 Custom House Street, Boston, Massachusetts dated as of October 6, 1986 (hereinafter the "Agreement"); and

WHEREAS, the Agreement incorporates a certain Development Impact Project Plan (hereinafter the "Original Plan") approved by the Authority relating to the development of an office building with ground floor retail and restaurant uses and accessory parking containing approximately 150,000 square feet of gross floor area (hereinafter the "Project"); and

WHEREAS, the Applicant has submitted to the Authority a First Amendment to the Original Plan (the "First Amendment") which First Amendment was approved by the Authority on _____, 1990 after a public hearing held on _____, 1990, notice of which was published in The Boston Herald on _____, 1990; and

WHEREAS, the Applicant and the Authority now desire to amend the Agreement to reflect the approval of the First Amendment;

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Applicant and the Authority agree that the Agreement is amended as follows:

1. The first paragraph of Section 1.1 is deleted in its entirety and the following inserted in place thereof:

The parties hereby acknowledge that (i) the Applicant submitted to the Authority a Development Impact Project Plan, attached hereto as Exhibit A and hereby incorporated by reference (the "Original Plan") and after a public hearing held on May 15, 1986, notice of which was published in The Boston Herald on May 9, 1986, the Authority approved the Original Plan; and (ii) the Applicant submitted to the Authority a First Amendment to Development Impact Project Plan, attached hereto as Exhibit A-1 and hereby incorporated by reference (the "First Amendment"), and after a public hearing held on _____, 1990, notice of which was published in The

Boston Herald on _____, 1990, the Authority approved the First Amendment. Said Original Plan and First Amendment are hereinafter referred to collectively as the "Plan".

2. Exhibit A-1 attached hereto is hereby incorporated by this reference into the Agreement.

3. Except as amended hereby, the Agreement is ratified and confirmed and remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement the date first above written.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel

By: _____
Stephen Coyle, Director
Hereunto duly authorized

20 CUSTOM HOUSE ASSOCIATES
LIMITED PARTNERSHIP

By: Jaymont (U.S.A.) Incorporated,
General Partner

By: _____
Richard E. Eichhorn,
Senior Vice President

